

**THIS OBJECTION SEEKS TO DISALLOW AND EXPUNGE CERTAIN
FILED PROOFS OF CLAIM. PARTIES RECEIVING THIS NOTICE OF
DEBTORS' TWO HUNDRED FIFTY-SIXTH OMNIBUS OBJECTION TO
CLAIMS SHOULD REVIEW THE OMNIBUS OBJECTION TO SEE IF
THEIR NAME(S) AND/OR CLAIM(S) ARE LOCATED IN THE OMNIBUS
OBJECTION AND/OR IN THE EXHIBIT ATTACHED THERETO TO
DETERMINE WHETHER THIS OBJECTION AFFECTS THEIR
CLAIM(S).**

**IF YOU HAVE QUESTIONS, PLEASE CONTACT
DEBTORS' COUNSEL, CINDI GIGLIO, AT 212-696-6936.**

**CURTIS, MALLET-PREVOST,
COLT & MOSLE LLP**
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L. P. Harrison 3rd
Cindi Eilbott Giglio

Counsel for Debtors and Debtors-in-Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
In re : **Chapter 11 Case No.**
:
LEHMAN BROTHERS HOLDINGS INC., et al., : **08-13555 (JMP)**
:
Debtors. : **(Jointly Administered)**
-----X

**NOTICE OF HEARING ON DEBTORS' TWO HUNDRED FIFTY-SIXTH
OMNIBUS OBJECTION TO CLAIMS (PURCHASED CONTRACT CLAIMS)**

PLEASE TAKE NOTICE that on February 3, 2012, Lehman Brothers Holdings Inc. and its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession (collectively, the "Debtors"), filed their two hundred fifty-sixth omnibus objection to

claims (the “Two Hundred Fifty-Sixth Omnibus Objection to Claims”), and that a hearing (the “Hearing”) to consider the Two Hundred Fifty-Sixth Omnibus Objection to Claims will be held before the Honorable James M. Peck, United States Bankruptcy Judge, in Courtroom 601 of the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004, on **March 22, 2012 at 10:00 a.m. (Eastern Time)**, or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that any responses to the Two Hundred Fifty-Sixth Omnibus Objection to Claims must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, and shall be filed with the Bankruptcy Court (a) electronically in accordance with General Order M-399 (which can be found at www.nysb.uscourts.gov) by registered users of the Bankruptcy Court’s filing system, and (b) by all other parties in interest, on a 3.5 inch disk, preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format (with a hard copy delivered directly to Chambers), in accordance with General Order M-182 (which can be found at www.nysb.uscourts.gov), and served in accordance with General Order M-399, and on (i) the chambers of the Honorable James M. Peck, One Bowling Green, New York, New York 10004, Courtroom 601; (ii) attorneys for the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Robert J. Lemons, Esq. and Mark Bernstein, Esq.); (iii) conflicts counsel for the Debtors, Curtis, Mallet-Prevost, Colt & Mosle LLP, 101 Park Avenue, New York, New York 10178-0061 (Attn. L. P. Harrison 3rd, Esq., and Cindi Eilbott Giglio, Esq.); (iv) the Office of the United States Trustee for Region 2, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Tracy Hope Davis, Esq., Elisabeth Gasparini, Esq., and Andrea Schwartz, Esq.); and (v) attorneys for the official committee of unsecured creditors

appointed in these cases, Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan Plaza, New York, New York 10005 (Attn: Dennis F. Dunne, Esq., Dennis O'Donnell, Esq., and Evan Fleck, Esq.); so as to be so filed and received by no later than **March 7, 2012 at 4:00 p.m. (Eastern Time)** (the "Response Deadline").

PLEASE TAKE FURTHER NOTICE that if no responses are timely filed and served with respect to the Two Hundred Fifty-Sixth Omnibus Objection to Claims or any claim set forth thereon, the Debtors may, on or after the Response Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the Two Hundred Fifty-Sixth Omnibus Objection to Claims, which order may be entered with no further notice or opportunity to be heard offered to any party.

Dated: February 3, 2012
New York, New York

**CURTIS, MALLET-PREVOST,
COLT & MOSLE LLP**

By: /s/ L. P. Harrison 3rd
L. P. Harrison 3rd
Cindi Eilbott Giglio
101 Park Avenue
New York, New York 10178-0061
(212) 696-6000

*Counsel for Debtors and
Debtors-in-Possession*

HEARING DATE AND TIME: March 22, 2012 at 10:00 a.m. (Eastern Time)

RESPONSE DEADLINE: March 7, 2012 at 4:00 p.m. (Eastern Time)

**CURTIS, MALLET-PREVOST,
COLT & MOSLE LLP**

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Facsimile: (212) 697-1559
L. P. Harrison 3rd
Cindi Eilbott Giglio

Counsel for Debtors and Debtors-in-Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
In re	: Chapter 11 Case No.
	:
LEHMAN BROTHERS HOLDINGS INC., <i>et al.</i> ,	: 08-13555 (JMP)
	:
Debtors.	: (Jointly Administered)
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**DEBTORS' TWO HUNDRED FIFTY-SIXTH OMNIBUS
OBJECTION TO CLAIMS (PURCHASED CONTRACT CLAIMS)**

**THIS OBJECTION SEEKS TO DISALLOW AND EXPUNGE CERTAIN
FILED PROOFS OF CLAIM. PARTIES RECEIVING THIS TWO
HUNDRED FIFTY-SIXTH OMNIBUS OBJECTION TO CLAIMS SHOULD
REVIEW THE OMNIBUS OBJECTION TO SEE IF THEIR NAME(S)
AND/OR CLAIM(S) ARE LOCATED IN THE OMNIBUS OBJECTION
AND/OR IN THE EXHIBIT ATTACHED THERETO TO DETERMINE
WHETHER THIS OBJECTION AFFECTS THEIR CLAIM(S).**

**IF YOU HAVE QUESTIONS, PLEASE CONTACT
DEBTORS' COUNSEL, CINDI GIGLIO, AT 212-696-6936.**

TO THE HONORABLE JAMES M. PECK
UNITED STATES BANKRUPTCY JUDGE:

Lehman Brothers Holdings Inc. (“LBHI”) and its affiliated debtors, in the above-referenced chapter 11 cases, as debtors and debtors in possession (collectively, the “Debtors”), respectfully represent as follows:

Relief Requested

1. The Debtors file this two hundred fifty-sixth omnibus objection to claims (the “Two Hundred Fifty-Sixth Omnibus Objection to Claims”), pursuant to section 502(b) of title 11 of the United States Code, as amended (the “Bankruptcy Code”), Rule 3007(d) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and this Court’s order approving procedures for the filing of omnibus objections to proofs of claim filed in these chapter 11 cases (the “Procedures Order”) [Docket No. 6664], seeking disallowance and expungement of the claims listed on Exhibit A annexed hereto.

2. The Debtors have examined the proofs of claim identified on Exhibit A (collectively, the “Purchased Contract Claims”) and have determined that they assert claims related to contracts of the Debtors that were assigned to Barclays Capital Inc. (“Barclays”) and for which Barclays assumed liability. With respect to those contracts, the Court found in its September 19, 2008 order [Docket No. 258] (the “Barclays Sale Order”) that, to the extent necessary, the Debtors cured or provided adequate assurance of cure of any default existing prior to entry of the Barclays Sale Order and provided compensation or adequate assurance of compensation to any party that suffered pecuniary loss as a result of such default, as required by section 365 of the Bankruptcy Code. Furthermore, section 365(k) of the Bankruptcy Code relieves the Debtors from any liability for defaults occurring after assignment of the relevant

contracts to Barclays. Accordingly, the Debtors have no liability for the Purchased Contract Claims, and the Debtors request they be disallowed and expunged in their entirety.

3. The Debtors reserve all their rights to object on any basis to any Purchased Contract Claim as to which the Court does not grant the relief requested herein.

Jurisdiction

4. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

Background

5. Commencing on September 15, 2008, and periodically thereafter, LBHI and certain of its subsidiaries commenced with this Court voluntary cases under chapter 11 of the Bankruptcy Code. The Debtors' chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015(b). The Debtors are authorized to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

6. On September 16, 2008, the Debtors and Barclays entered into an asset purchase agreement (the "Asset Purchase Agreement") with respect to the sale of all assets (except for certain excluded assets) used in connection with the Debtors' North American capital markets and investment banking business. Pursuant to the Asset Purchase Agreement, Barclays had sixty days from the closing of the sale to designate contracts related to the purchased assets for assignment to Barclays (the "Purchased Contracts"). (*See* Asset Purchase Agreement § 2.5.) Upon assignment, Barclays would assume the obligations under the Purchased Contracts on a going-forward basis and would be obligated to pay any cure amounts due on those Purchased Contracts. (*See id.* §§ 2.3(b) and 2.5.)

7. The sale to Barclays was consummated pursuant to the Barclays Sale Order and a clarification letter dated as of September 20, 2008, and executed on September 22, 2008. Pursuant to section 2.5 of the Asset Purchase Agreement, Barclays designated hundreds of the Debtors' contracts as Purchased Contracts and assumed the obligations related thereto. (*See* "Closing Date Contracts," *available at* <http://www.lehman-docket.com> under "Case Information"; Docket Nos. 709-712, 1061, 1433, 1634, 1671, 1677, 1678.)

8. On September 17, 2008, the United States Trustee for Region 2 (the "U.S. Trustee") appointed the statutory committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the "Creditors' Committee").

9. On January 14, 2010, the Court entered the Procedures Order, which authorizes the Debtors, among other things, to file omnibus objections to no more than 500 claims at a time, on various grounds, including those set forth in Bankruptcy Rule 3007(d) and those additional grounds set forth in the Procedures Order.

10. On December 6, 2011, the Court approved and entered an order confirming the Modified Third Amended Joint Chapter 11 Plan of the Debtors [Docket No. 23023].

The Purchased Contract Claims Should Be Disallowed and Expunged

11. In their review of the claims filed on the claims register in these chapter 11 cases and maintained by the Court-appointed claims agent, the Debtors have identified the claims on Exhibit A as claims related to Purchased Contracts assigned to Barclays and for which the Debtors do not have liability. A filed proof of claim is "deemed allowed, unless a party in interest . . . objects." 11 U.S.C. § 502(a). If an objection refuting at least one of the claim's essential allegations is asserted, the claimant has the burden to demonstrate the validity of the claim. *See In re Oneida Ltd.*, 400 B.R. 384, 389 (Bankr. S.D.N.Y. 2009); *In re Adelphia*

Commc'ns Corp., No. 02-41729 (REG), 2007 Bankr. LEXIS 660, at *15 (Bankr. S.D.N.Y. Feb. 20, 2007); *In re Rockefeller Ctr. Props.*, 272 B.R. 524, 539 (Bankr. S.D.N.Y. 2000). Moreover, section 502(b)(1) of the Bankruptcy Code provides, in relevant part, that a claim may not be allowed to the extent that “such claim is unenforceable against the debtor and property of the debtor, under any agreement or applicable law.” 11 U.S.C. § 502(b)(1).

12. The Purchased Contract Claims are claims based on Purchased Contracts that were assigned to Barclays pursuant to section 2.5 of the Asset Purchase Agreement. Under the Asset Purchase Agreement, Barclays has the obligation to cure any amounts outstanding on the Purchased Contracts and responsibility for any obligations incurred thereafter. Thus, any liability related to the Purchased Contracts belongs to Barclays, not the Debtors. (*See* Asset Purchase Agreement §§ 2.3(b) and 2.5.)

13. Section 365(f) of the Bankruptcy Code governs assignment of executory contracts and further establishes that the Debtors do not have liability for the Purchased Contract Claims. Section 365(f)(2)(A) requires the assignor of an executory contract to assume the contract in accordance with the provisions of section 365. 11 U.S.C. § 365(f)(2)(A). Section 365(b), in turn, requires a debtor in possession assuming an executory contract to cure, or provide adequate assurance that the debtor will promptly cure, defaults, subject to certain exceptions for which cure of the default is not required. 11 U.S.C. § 365(b)(1)(A). Section 365(b) further requires the debtor in possession to compensate, or provide adequate assurance that the debtor in possession will compensate, a party suffering pecuniary loss as a result of such default. 11 U.S.C. § 365(b)(1)(B). Section 365(k) relieves a debtor that assigns an executory contract from liability for any default occurring after such assignment. 11 U.S.C. § 365(k).

14. The Court found in the Barclays Sale Order that the conditions of section 365 had been met. Specifically, the Court found that the Debtors had, “(i) to the extent necessary, cured or provided adequate assurance of cure, of any default existing prior to the date hereof with respect to the [Purchased Contracts], within the meaning of 11 U.S.C. §§ 365(b)(1)(A) and 365(f)(2)(A), and (ii) to the extent necessary, provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof with respect to the [Purchased Contracts], within the meaning of 11 U.S.C. § 365(b)(1)(B) and 365(f)(2)(A).” (Barclays Sale Order ¶ T.) Accordingly, the Debtors are relieved of liability for any defaults that occurred after assignment of the Purchased Contracts to Barclays pursuant to section 365(k).

15. Under both the terms of the Asset Purchase Agreement and the Barclays Sale Order, the Debtors have no liability on the Purchased Contracts. If the Purchased Contract Claims remain on the claims register, the potential exists for recoveries by parties that do not hold valid claims against the Debtors’ estates. As such, the Debtors respectfully request that the Court disallow and expunge the Purchased Contract Claims listed on Exhibit A attached hereto.

Notice

16. No trustee has been appointed in these chapter 11 cases. The Debtors have served notice of this Two Hundred Fifty-Sixth Omnibus Objection to Claims on (i) the U.S. Trustee; (ii) the attorneys for the Creditors’ Committee; (iii) the Securities and Exchange Commission; (iv) the Internal Revenue Service; (v) the United States Attorney for the Southern District of New York; (vi) each claimant listed on Exhibit A; and (vii) all other parties entitled to notice in accordance with the procedures set forth in the second amended order entered on June 17, 2010 governing case management and administrative procedures for these cases [Docket No. 9635]. The Debtors submit that no other or further notice need be provided.

17. No previous request for the relief sought herein has been made by the Debtors to this or any other Court.

WHEREFORE the Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as is just.

Dated: February 3, 2012
New York, New York

**CURTIS, MALLET-PREVOST,
COLT & MOSLE LLP**

By: /s/ L. P. Harrison 3rd
L. P. Harrison 3rd
Cindi Eilbott Giglio
101 Park Avenue
New York, New York 10178-0061
(212) 696-6000

*Counsel for Debtors and
Debtors-in-Possession*

EXHIBIT A

IN RE: LEHMAN BROTHERS HOLDINGS INC., ET AL., CASE NO: 08-13555 (JMP)

OMNIBUS OBJECTION 256: EXHIBIT A - PURCHASED CONTRACT CLAIMS

	NAME	CASE NUMBER	DEBTOR NAME	FILED DATE	CLAIM #	TOTAL CLAIM DOLLARS	REASON FOR PROPOSED DISALLOWANCE
1	AFNI/VERIZON 404 BROCK DRIVE BLOOMINGTON, IL 61701	08-13555 (JMP)	Lehman Brothers Holdings Inc.	07/20/2009	6155	\$301.43	Purchased Contract Claim
2	COMED CO. ATTN: BANKRUPTCY SECTION/REVENUE MANAGEMENT 2100 SWIFT DRIVE OAKBROOK, IL 60523	08-13555 (JMP)	Lehman Brothers Holdings Inc.	12/19/2008	4294	\$4,486.21	Purchased Contract Claim
3	CUSHMAN & WAKEFIELD, INC. C/O D. EDWARD HAYS, ESQ. MARSHACK HAYS LLP 5410 TRABUCO ROAD, SUITE 130 IRVINE, CA 92620	08-13555 (JMP)	Lehman Brothers Holdings Inc.	09/18/2009	16185	\$96,400.00	Purchased Contract Claim
4	CUSHMAN & WAKEFIELD, INC. C/O D. EDWARD HAYS, ESQ. MARSHACK HAYS LLP 5410 TRABUCO ROAD, SUITE 130 IRVINE, CA 92620	08-13555 (JMP)	Lehman Brothers Holdings Inc.	09/18/2009	16186	\$10,500.00	Purchased Contract Claim
5	FIDESSA CORPORATION ATTN: MICHELLE ZIZZAMIA 17 STATE STREE, 42ND FL. NEW YORK, NY 10004	08-13555 (JMP)	Lehman Brothers Holdings Inc.	08/20/2009	8861	\$23,311.46	Purchased Contract Claim
6	IKON OFFICE SOLUTIONS ACCOUNTS RECEIVABLE CENTER ATTN: BANKRUPTCY TEAM 3920 ARKWRIGHT RD. - SUITE 400 MACON, GA 31210	08-13555 (JMP)	Lehman Brothers Holdings Inc.	11/03/2008	447	\$2,059.59	Purchased Contract Claim
7	IKON OFFICE SOLUTIONS ACCOUNTS RECEIVABLE CENTER ATTN: BANKRUPTCY TEAM 3920 ARKWRIGHT RD. - SUITE 400 MACON, GA 31210	08-13555 (JMP)	Lehman Brothers Holdings Inc.	11/12/2008	614	\$857.27	Purchased Contract Claim

IN RE: LEHMAN BROTHERS HOLDINGS INC., ET AL., CASE NO: 08-13555 (JMP)

OMNIBUS OBJECTION 256: EXHIBIT A - PURCHASED CONTRACT CLAIMS

NAME	CASE NUMBER	DEBTOR NAME	FILED DATE	CLAIM #	TOTAL CLAIM DOLLARS	REASON FOR PROPOSED DISALLOWANCE
8 LEXISNEXIS, A DIV OF REED ELSEVIER, INC. ATTN: BETH FARNHAM 9443 SPRINGBORO PIKE MIAMISBURG, OH 45342	08-13555 (JMP)	Lehman Brothers Holdings Inc.	12/19/2008	1516	\$3,548.75	Purchased Contract Claim
9 LEXISNEXIS, A DIV OF REED ELSEVIER, INC. ATTN: BETH FARNHAM 9443 SPRINGBORO PIKE MIAMISBURG, OH 45342	08-13555 (JMP)	Lehman Brothers Holdings Inc.	12/19/2008	1517	\$1,053.40	Purchased Contract Claim
10 LEXISNEXIS, A DIV OF REED ELSEVIER, INC. ATTN: BETH FARNHAM 9443 SPRINGBORO PIKE MIAMISBURG, OH 45342	08-13555 (JMP)	Lehman Brothers Holdings Inc.	12/19/2008	1518	\$120.00	Purchased Contract Claim
11 LEXISNEXIS, A DIV OF REED ELSEVIER, INC. ATTN: BETH FARNHAM 9443 SPRINGBORO PIKE MIAMISBURG, OH 45342	08-13555 (JMP)	Lehman Brothers Holdings Inc.	12/19/2008	1520	\$80.00	Purchased Contract Claim
12 LEXISNEXIS, A DIV OF REED ELSEVIER, INC. ATTN: BETH FARNHAM 9443 SPRINGBORO PIKE MIAMISBURG, OH 45342	08-13555 (JMP)	Lehman Brothers Holdings Inc.	12/19/2008	1521	\$225.41	Purchased Contract Claim
13 LEXISNEXIS, A DIV OF REED ELSEVIER, INC. ATTN: BETH FARNHAM 9443 SPRINGBORO PIKE MIAMISBURG, OH 45342	08-13555 (JMP)	Lehman Brothers Holdings Inc.	12/19/2008	1522	\$740.20	Purchased Contract Claim

IN RE: LEHMAN BROTHERS HOLDINGS INC., ET AL., CASE NO: 08-13555 (JMP)

OMNIBUS OBJECTION 256: EXHIBIT A - PURCHASED CONTRACT CLAIMS

NAME	CASE NUMBER	DEBTOR NAME	FILED DATE	CLAIM #	TOTAL CLAIM DOLLARS	REASON FOR PROPOSED DISALLOWANCE
14 LEXISNEXIS, A DIV OF REED ELSEVIER, INC. ATTN: BETH FARNHAM 9443 SPRINGBORO PIKE MIAMISBURG, OH 45342	08-13555 (JMP)	Lehman Brothers Holdings Inc.	06/18/2009	4926	\$1,358.72	Purchased Contract Claim
15 LEXISNEXIS, A DIV OF REED ELSEVIER, INC. ATTN: BETH FARNHAM 9443 SPRINGBORO PIKE MIAMISBURG, OH 45342	08-13555 (JMP)	Lehman Brothers Holdings Inc.	06/18/2009	4927	\$2,145.84	Purchased Contract Claim
16 LEXISNEXIS, A DIV OF REED ELSEVIER, INC. ATTN: BETH FARNHAM 9443 SPRINGBORO PIKE MIAMISBURG, OH 45342	08-13555 (JMP)	Lehman Brothers Holdings Inc.	06/18/2009	4928	\$1,551.92	Purchased Contract Claim
17 MEB OPTIONS, LLC 440 S LASALLE, SUITE 959 CHICAGO, IL 60605	08-13902 (JMP)	Lehman Brothers Financial Products Inc.	09/19/2009	19577	\$60,411.00	Purchased Contract Claim
18 MICROSOFT CORPORATION/ MICROSOFT ENTERPRISE SERVICES C/O JOSEPH E. SHICKICH, JR. RIDDELL WILLIAMS P.S. 1001 FOURTH AVENUE, SUITE 4500 SEATTLE, WA 98154	08-13555 (JMP)	Lehman Brothers Holdings Inc.	09/21/2009	25692	\$244,111.91	Purchased Contract Claim
19 STANDARD & POOR'S 55 WATER STREET - 46TH FLOOR NEW YORK, NY 10041	08-13555 (JMP)	Lehman Brothers Holdings Inc.	08/18/2010	67027	\$403,866.00	Purchased Contract Claim

IN RE: LEHMAN BROTHERS HOLDINGS INC., ET AL., CASE NO: 08-13555 (JMP)

OMNIBUS OBJECTION 256: EXHIBIT A - PURCHASED CONTRACT CLAIMS

	NAME	CASE NUMBER	DEBTOR NAME	FILED DATE	CLAIM #	TOTAL CLAIM DOLLARS	REASON FOR PROPOSED DISALLOWANCE
20	STANDARD & POOR'S INTERNATIONAL LLC MARUNOUCHI KITAGUCHI BLDG 28F 1-6-5 MARUNOUCHI CHIYODA-KU TOKYO, 13 100-0005 JAPAN	08-13555 (JMP)	Lehman Brothers Holdings Inc.	09/09/2009	10928	\$59,634.00	Purchased Contract Claim
21	TOTAL FIRE PROTECTION 5322 AVENUE N BROOKLYN, NY 11234	08-13555 (JMP)	Lehman Brothers Holdings Inc.	07/16/2009	5408	\$405.54	Purchased Contract Claim
22	TW TELECOM INC. 10475 PARK MEADOWS DRIVE LITTLETON, CO 80124	08-13555 (JMP)	Lehman Brothers Holdings Inc.	03/24/2010	66419	\$10,082.02	Purchased Contract Claim
23	VERIZON AFNI/VOL BANKRUPTCY PO BOX 3243 BLOOMINGTON, IL 61702-3243	08-13555 (JMP)	Lehman Brothers Holdings Inc.	12/01/2008	1201	\$1,469.15	Purchased Contract Claim
24	VERIZON AFNI/VERIZON EAST PO BOX 3037 BLOOMINGTON, IL 61702-3037	08-13555 (JMP)	Lehman Brothers Holdings Inc.	01/22/2009	1931	\$236,016.51	Purchased Contract Claim
25	VVA SYSTEMS 223 W. JACKSON BLVD, SUITE 800 CHICAGO, IL 60606	08-13555 (JMP)	Lehman Brothers Holdings Inc.	02/23/2009	2968	\$1,500.00	Purchased Contract Claim
26	VVA SYSTEMS 223 W. JACKSON BLVD, SUITE 800 CHICAGO, IL 60606	08-13555 (JMP)	Lehman Brothers Holdings Inc.	03/16/2009	4510	\$150.00	Purchased Contract Claim
TOTAL						\$1,166,386.33	

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
In re : **Chapter 11 Case No.**
 :
LEHMAN BROTHERS HOLDINGS INC., et al., : **08-13555 (JMP)**
 :
Debtors. : **(Jointly Administered)**
-----X

**ORDER GRANTING DEBTORS' TWO HUNDRED FIFTY-SIXTH
OMNIBUS OBJECTION TO CLAIMS (PURCHASED CONTRACT CLAIMS)**

Upon the two hundred fifty-sixth omnibus objection to claims, dated February 3, 2012 (the "Two Hundred Fifty-Sixth Omnibus Objection to Claims"),¹ of Lehman Brothers Holdings Inc. and its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession (collectively, the "Debtors"), pursuant to section 502(b) of title 11 of the United States Code (the "Bankruptcy Code"), Rule 3007(d) of the Federal Rules of Bankruptcy Procedure, and this Court's order approving procedures for the filing of omnibus objections to proofs of claim [Docket No. 6664] (the "Procedures Order"), seeking disallowance and expungement of the Purchased Contract Claims on the grounds that they assert claims related to contracts for which the Debtors do not have liability, all as more fully described in the Two Hundred Fifty-Sixth Omnibus Objection to Claims; and due and proper notice of the Two Hundred Fifty-Sixth Omnibus Objection to Claims having been provided to (i) the U.S. Trustee; (ii) the attorneys for the Creditors' Committee; (iii) the Securities and Exchange Commission; (iv) the Internal Revenue Service; (v) the United States Attorney for the Southern District of New York; (vi) the claimants listed on Exhibit A attached to the Two Hundred Fifty-Sixth Omnibus Objection to Claims; and (vii) all other parties entitled to notice in accordance with the procedures set forth in the second amended order entered on June 17, 2010 governing case

¹ Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Two Hundred Fifty-Sixth Omnibus Objection to Claims.

management and administrative procedures for these cases [Docket No. 9635]; and the Court having found and determined that the relief sought in the Two Hundred Fifty-Sixth Omnibus Objection to Claims is in the best interests of the Debtors, their estates, creditors, and all parties in interest and that the legal and factual bases set forth in the Two Hundred Fifty-Sixth Omnibus Objection to Claims establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the relief requested in the Two Hundred Fifty-Sixth Omnibus Objection to Claims is granted to the extent provided herein; and it is further

ORDERED that, pursuant to section 502(b) of the Bankruptcy Code, the claims listed on Exhibit 1 annexed hereto (collectively, the “Purchased Contract Claims”) are disallowed and expunged in their entirety with prejudice; and it is further

ORDERED that this Order supersedes all previous orders regarding the disposition of the Purchased Contract Claims listed on Exhibit 1 annexed hereto; and it is further

ORDERED that this Order has no res judicata, estoppel, or other effect on the validity, allowance, or disallowance of, and all rights to object and defend on any basis are expressly reserved with respect to, any claim listed on Exhibit A annexed to the Two Hundred Fifty-Sixth Omnibus Objection to Claims that is not listed on Exhibit 1 annexed hereto; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: _____, 2012
New York, New York

UNITED STATES BANKRUPTCY JUDGE